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8 Attorneys for Plaintiff KNOCK, inc.

9  
10 **UNITED STATES DISTRICT COURT**  
11 **CENTRAL DISTRICT OF CALIFORNIA**

12 KNOCK, inc., a Minnesota corporation,

Case No. \_16-119\_\_\_\_\_

13 Plaintiff,

14 vs.

**KNOCK, inc.'s COMPLAINT**

15 THREE KNOCKS DESIGN, a California  
16 entity,

17 Defendant.  
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1 Plaintiff KNOCK, inc. (“KNOCK”), by and through its attorneys hereby  
2 alleges as follows:

3 **PRELIMINARY STATEMENT**

4 1. KNOCK, as any trademark owner, must protect its valuable prior rights  
5 in the KNOCK mark.

6 2. KNOCK has been offering and providing advertising, marketing,  
7 branding, package design, product design services, product development services,  
8 Web site design services and related services since 2001.

9 3. KNOCK seeks damages, attorney’s fees and costs, and injunctive relief  
10 to prevent Defendant THREE KNOCKS DESIGN (“Defendant THREE  
11 KNOCKS”) from further provision of advertising services, web site design services,  
12 package design services, and logo design services, thereby preventing further  
13 confusion in the marketplace and other damage to KNOCK.

14 **THE PARTIES**

15 1. KNOCK is a Minnesota corporation with its principal place of business  
16 in Minneapolis, Minnesota.

17 2. Upon information and belief, Defendant THREE KNOCKS is a  
18 California entity with its principal place of business in Burbank, California.

19 **JURISDICTION AND VENUE**

20 3. This Court has subject matter jurisdiction over the Complaint pursuant  
21 to 28 U.S.C. §§ 1331 and 1338. KNOCK has asserted claims under the Lanham  
22 Act, 15 U.S.C. § 1051, *et seq.* and under 28 U.S.C. § 1367 and 28 U.S.C. § 1338(b)  
23 for the related state-law claims.

24 4. This Court has personal jurisdiction over Defendant THREE KNOCKS  
25 pursuant to Fed. R. Civ. P. 4(k)(1)(A) because THREE KNOCKS is a California  
26 entity with a principal place of business in the District.

27 5. There is a substantial, immediate, and real controversy between the  
28 parties as to their legal interests, and specifically, whether Defendant THREE

1 KNOCKS has infringed the trademark rights of KNOCK and unfairly competed  
2 with KNOCK.

3 6. Venue is proper in this District under 28 U.S.C. § 1391(b) and (c)  
4 because Defendant THREE KNOCKS resides in this district and a substantial part  
5 of the events or omissions giving rise to the claim occurred in this judicial district.  
6

### 7 **FACTUAL BACKGROUND**

8 1. KNOCK is the exclusive owner of the KNOCK® brand and mark,  
9 including all registered and common law rights, for its full-service creative firm  
10 offering advertising agency services; marketing services; product design services;  
11 packaging design; product development services; branding services; promotional  
12 services; cooperative advertising and marketing; conducting marketing studies;  
13 direct marketing and advertising for others; graphic art design; computer services,  
14 namely, designing web sites for others; computer software design for others;  
15 computer software development in the field of mobile applications; multimedia  
16 design services; providing business marketing information; development of  
17 advertising campaigns for television, radio, print, Internet, and in-store marketing;  
18 promotional sponsorship of professional development organizations, among others  
19 (collectively, “KNOCK Services and Goods”).

20 2. KNOCK began using the KNOCK® mark with the all caps, block  
21 letters in connection with its KNOCK Services and Goods in December 2001.

22 3. KNOCK has spent considerable time and expense on advertising and  
23 promoting its KNOCK® brand. Accordingly, the consuming public knows  
24 KNOCK as the source of goods and services bearing the KNOCK® mark.

25 4. KNOCK has national and international clients.

26 5. The Web sites, packaging and products designed by KNOCK have  
27 been the subject of publicity and have achieved notoriety.  
28

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1           6.     KNOCK's advertising, marketing, branding, product development  
2 services, Web site design services have also been the subject of publicity and have  
3 achieved notoriety.

4           7.     KNOCK has won awards for its services, including, but not limited to:

5           a.     KNOCK, inc. Rebrand, Silver Award for Design Annual 2016;

6           b.     The 2015 Telly Award;

7           c.     2015 WebAward for Outstanding Achievement in Web Development  
8 for "Playwright's Center";

9           d.     2015 Internet Advertising Competition Award for Outstanding  
10 Achievement in Internet Advertising;

11           e.     Altpick Awards #5 Winner: Second Place Jury Vote;

12           f.     2014 WebAward for Outstanding Achievement in Web Development  
13 for "Mason Send It On;" and

14           g.     Web Marketing Association in 2012 for "Outstanding Achievement in  
15 Web Development.

16           8.     KNOCK first provided services including, advertising, packaging  
17 design services, product design services, web design services and media kits in  
18 2001.  
19

20           9.     On December 14, 2001, KNOCK provided an estimate to a national  
21 retailer for Holiday Packaging Design for the following year.

22           10.    For example, KNOCK provides product design services, media kits and  
23 designed a Web site for FLY KLIP 2001 and 2002.

24           11.    For example, KNOCK designed a Web site for FAL in 2002.

25           12.    FAL makes popular T-shirts that were even featured as one of Oprah's  
26 Favorite Things.  
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1           13. In 2001, KNOCK began using the KNOCK® mark with the wood  
2 grain background.

3           14. For example, a true and correct copy of a business card with KNOCK  
4 and the wood grain design from 2002 is attached hereto as **Exhibit A.**

5           15. In May 2002, KNOCK conducted a presentation for a national retailer  
6 with the “KNOCK’s Process” documentation that stated that KNOCK provided  
7 services including print, package and illustration.

8           16. KNOCK assisted Target with its partnership with Parabal Gurung (an  
9 award winning fashion designer loved by Michelle Obama and Kate Middleton) by  
10 helping feature this exclusive collection with packaging and an in store experience  
11 that complemented the advertising campaign and built awareness by completing the  
12 story at the shelf.

13           17. KNOCK assisted Target during the holiday season to transform the  
14 store experience into a celebration and won an award at Ad Fed: The Show.

15           18. KNOCK also assisted clothing designers Perry Ellis and Levi’s with  
16 brand strategy and brand identify.

17           19. In 2013, KNOCK designed Winter Wonderlove sleeves for Caribou  
18 Coffee the second largest specialty coffee and espresso retailer in the United States  
19 with locations in over forty (40) states in the United States and nine (9) other  
20 countries.

21           20. In 2014, KNOCK created Grand Opening Campaign, providing  
22 advertising and design services for Von Maur.

23           21. In 2014, KNOCK created Schmidt Artists Lofts Web site, providing  
24 advertising and design services.

25           22. In 2015, KNOCK designed the Caribou Perks Digital Campaign,  
26 including, providing advertising and design services.

27           23. In 2015, KNOCK created A-Mill Web site, providing advertising and  
28 design services.

24. In 2015, KNOCK created Andrew and Andrew Brand Campaign, providing advertising and design services for Luxottica.

25. In 2015, KNOCK created Retail Experience, providing advertising and design services for BlueCross BlueShield.

26. KNOCK had a prior registration covering a variety of advertising, marketing and design services in International Classes 35 and 42 for KNOCK PRODUCTIONS (with PRODUCTIONS disclaimed), namely, U.S. Reg. No. 2,741,817, with a first use date of December 1, 2001, and a filing date and nationwide constructive use date of February 14, 2002. Accordingly, THREE KNOCKS had actual or constructive notice of KNOCK's prior rights in KNOCK since at least as early as July 29, 2003, the registration date of KNOCK PRODUCTIONS.

27. Significantly, the specimen of use supporting KNOCK's registration for KNOCK PRODUCTIONS prominently displays KNOCK in all caps and block letters. It also documents an early record of several advertising, marketing, and design service offerings: Print, Package, Interactive, and Illustration.

28. KNOCK secured a registration for KNOCK® in connection with a variety of advertising, marketing, and design services namely, U.S. Reg. No. 3,023,295, with a first use date of December 1, 2001, and a filing date and nationwide constructive use date of June 23, 2004. Accordingly, THREE KNOCKS had actual or constructive notice of KNOCK's prior rights in KNOCK® since at least as early as December 6, 2005, the registration date of KNOCK.

29. Upon information and belief, both the actual and constructive use dates predate THREE KNOCKS' first use for the "THREE KNOCKS DESIGN" mark.

30. In her LINKED IN profile, the owner of "THREE KNOCKS DESIGN," Kristen Gara, states that the company started in January 2006 as set forth therein. Attached hereto is a true and correct copy of this profile as **Exhibit B.**

31. Although KNOCK's earlier Registration was not renewed and it eventually was cancelled on March 7, 2010, that was long after KNOCK secured U.S. Reg. No. 3,023,295 for KNOCK in connection with the very same advertising, marketing, and design services as discussed below. Accordingly, KNOCK is not only the senior user, but it also was the first to seek federal registration.

32. KNOCK is the owner of the following U.S. Registration Nos. for the mark KNOCK®:

- a. U.S. Reg. No. 3,023,295 for the trademark KNOCK® (in standard character) for use in connection with "Advertising agency services; marketing services, namely business marketing consulting services, cooperative advertising and marketing, conducting marketing studies, direct marketing and advertising for others, and providing business marketing information" in International Class 35 and "Graphic art design; computer services, namely, designing web sites for others" in International Class 42;
- b. U.S. Reg. No. 4,420,880 for the trademark KNOCK® (Wood grain background) for use in connection with "Graphic art design; computer services, namely, designing web sites for others; computer software design for others; computer software development in the field of mobile applications; graphic and multimedia design services; packaging design" in International Class 42;
- c. U.S. Reg. No. 4,420,879 for the trademark KNOCK® (Wood grain background) for use in connection with "Advertising agency services; marketing services, namely, business marketing consulting services, cooperative advertising and marketing, conducting marketing studies, direct marketing and advertising for others, and providing business marketing information; advertising services, namely, creating corporate and brand identity for others; branding services, namely, consulting, development, management and marketing of brands for businesses; providing advertising, marketing and promotional services, namely, development of advertising campaigns for television, radio, print, Internet, and in-store marketing" in International Class 35;
- d. U.S. Reg. No. 4,420,855 for the trademark KNOCK® (in stylized format) for use in connection with "Graphic art design; computer



services, namely, designing web sites for others; computer software design for others; computer software development in the field of mobile applications; graphic and multimedia design services; packaging design” in International Class 42;

- e. U.S. Reg. No. 4,420,854 for the trademark KNOCK® (in stylized format) for use in connection with “advertising agency services; marketing services, namely, business marketing consulting services, cooperative advertising and marketing, conducting marketing studies, direct marketing and advertising for others, and providing business marketing information; advertising services, namely, creating corporate and brand identity for others; branding services, namely, consulting, development, management and marketing of brands for businesses; providing advertising, marketing and promotional services, namely, development of advertising campaigns for television, radio, print, Internet, and in-store marketing; promotional sponsorship of professional development organizations,” in International Class 35;
- f. U.S. Reg. No. 4,420,777 for the trademark KNOCK® for use in connection with “Graphic art design; computer services, namely, designing web sites for others; computer software design for others; computer software development in the field of mobile applications; graphic and multimedia design services; packaging design,” in International Class 42; and
- g. U.S. Reg. No. 4,420,776 for the trademark KNOCK® for use in connection with “Advertising agency services; marketing services, namely, business marketing consulting services, cooperative advertising and marketing, conducting marketing studies, direct marketing and advertising for others, and providing business marketing information; advertising services, namely, creating corporate and brand identity for others; branding services, namely, consulting, development, management and marketing of brands for businesses; providing advertising, marketing and promotional services, namely, development of advertising campaigns for television, radio, print, Internet, and in-store marketing; promotional sponsorship of professional development organizations,” in International Class 35.

(“KNOCK Registrations”). Attached hereto as **Exhibit C** are true and correct copies of the KNOCK Registrations.



33. KNOCK also owns many domain names, including, but not limited to <knockinc.com>, <knockproductions.com> which direct or have directed internet users to a Web site that prominently displays its KNOCK® mark and promotes KNOCK's Services and Goods. Attached hereto as **Exhibit D** are true and correct copies of excerpts from KNOCK's current Web site.

34. KNOCK has continuously used the KNOCK mark in connection with its services from December 2001 through the present.

35. KNOCK's exclusive right to use KNOCK® in connection with advertising agency services and marketing services in International Class 35 and graphic art design and web site design services in International Class 42 is well-settled and incontestable.

36. Upon information and belief, Defendant THREE KNOCKS was founded after KNOCK began using the mark with the all caps, block letters and wood grain background in 2001.

37. When THREE KNOCKS was founded, there should have been no surprise to Defendant THREE KNOCKS that KNOCK was already offering advertising services, branding services, Web site design services, and package design services, given the nature of its business as a creative agency driven by strategy, culture, and design.

38. Defendant THREE KNOCKS advertises its services as: Advertising, Logo Design, Website Design; Package Design; Illustration; Digital Magazine Design and others.

39. These services are identical and/or similar to the KNOCK Services and Goods.

40. Defendant THREE KNOCKS' Web site emphasizes "KNOCKS" by using green circles to draw all eyes to it.

THREE KNOCKS DESIGN

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41. Defendant THREE KNOCKS is using the domain name <threeknocksdesign.com> for its Web site to sell its services and goods.

42. Upon information and belief, Michael Gara, a relative of the owner of Defendant THREE KNOCKS, is the registrant for the domain name. Attached hereto as **Exhibit E** is a true and correct copy of the Who Is registration for the domain name.

43. Defendant THREE KNOCKS has no federal registrations for the “THREE KNOCKS DESIGN” mark.

44. On September 15, 2015, KNOCK sent Defendant THREE KNOCKS a demand letter. Attached hereto as **Exhibit F** is a true and correct copy of this letter (without attachments as they are the KNOCK Registrations and are duplicative of **Exhibit C.**)

45. KNOCK contacted counsel for Defendant THREE KNOCKS in good faith to seek to resolve this matter amicably prior to filing the lawsuit.

46. KNOCK has priority for using the KNOCK® mark in connection with the KNOCK Services and Goods.

### **FIRST CAUSE OF ACTION**

#### **(Unfair Competition; False Designation of Origin; 15 U.S.C. § 1125(a))**

47. KNOCK realleges and incorporates by reference the allegations in paragraphs 1 through 46 as though fully set forth herein.

48. KNOCK owns the KNOCK Registrations, and is identified with, and has established rights to this trademark in connection with the KNOCK Services and Goods.

49. Defendant THREE KNOCKS use in commerce of the “THREE KNOCKS DESIGN” mark in connection with advertising, logo design, Web site design; package design; illustration; digital magazine is likely to cause confusion, mistake or deception as to the origin, sponsorship, or approval of THREE

1 KNOCKS' services and products, or the affiliation, connection, or association of  
2 THREE KNOCKS with KNOCK.

3 50. As the result of such confusion, customers are likely to believe  
4 incorrectly that KNOCK authorizes and controls the sale of THREE KNOCKS'  
5 services and products or that THREE KNOCKS is associated with or related to  
6 KNOCK.

7 51. This conduct also constitutes "passing off" or "palming off" by  
8 expressly or impliedly representing that the services by THREE KNOCKS are those  
9 of KNOCK.

10 52. Defendant THREE KNOCKS' unlawful acts have injured or are likely  
11 to injure KNOCK's reputation, business and relations with merchants and customers  
12 by causing confusion about and/or dissatisfaction with the services of KNOCK and  
13 a loss of sales and market share to THREE KNOCKS.

14 53. Defendant THREE KNOCKS use of the "THREE KNOCKS DESIGN"  
15 mark in connection with advertising, logo design, Web site design; package design;  
16 illustration; digital magazine; is a deliberate, intentional and willful attempt to  
17 confuse and deceive purchasers, to injure the business of KNOCK, to trade on the  
18 business reputation of KNOCK, and to interfere with KNOCK's business  
19 relationships.

20 54. Defendant THREE KNOCKS' conduct constitutes a violation of  
21 Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

22 55. Defendant THREE KNOCKS' conduct has greatly and irreparably  
23 damaged KNOCK, and/or will continue to so damage KNOCK, unless restrained by  
24 this Court.

25 56. KNOCK is entitled to an injunction under 15 U.S.C. § 1116.

26 57. Pursuant to 15 U.S.C. § 1117, KNOCK is entitled to recover all of  
27 THREE KNOCKS' profits, KNOCK's damages, as well as the costs of this action,  
28 in an amount to be determined at trial. The intentional nature of THREE KNOCKS'

1 unlawful acts renders this an “exceptional case,” entitling KNOCK to enhanced  
2 damages and an award of attorneys’ fees under 15 U.S.C. § 1117(a).

### 3 **SECOND CAUSE OF ACTION**

#### 4 **(Infringement of Federally Registered Trademark; 15 U.S.C. § 1114)**

5 58. KNOCK realleges and incorporates by reference the allegations in  
6 paragraphs 1 through 57 as though fully set forth herein.

7 59. KNOCK is, and has been, the owner of the KNOCK® mark and is  
8 identified with and has established rights to the KNOCK® mark and the KNOCK  
9 Registrations.

10 60. KNOCK’s Registrations for the KNOCK® mark are valid and legally  
11 protectable.

12 61. Defendant THREE KNOCKS’ provision of advertising services, logo  
13 design services, website design services; package design services; illustration  
14 services; digital magazine services under the “THREE KNOCKS DESIGN” mark is  
15 related to, similar to and competitive with KNOCK’s Services and Goods.

16 62. KNOCK has expended considerable time, effort, and expense to  
17 promote, advertise, and popularize the KNOCK® mark and the KNOCK Services  
18 and Goods. This mark is distinctive and well-known. Accordingly, the purchasing  
19 public has come to know, rely upon, and recognize KNOCK as the source of  
20 services and related goods bearing the KNOCK® marks. KNOCK has established  
21 valuable goodwill in the KNOCK® marks.

22 63. Defendant THREE KNOCKS’ provision of advertising services, logo  
23 design services, website design services; package design services; illustration  
24 services; digital magazine services under the “THREE KNOCKS DESIGN” mark  
25 is likely to cause confusion, mistake, or deception as to the origin, sponsorship, or  
26 approval of KNOCK’s services and goods, or the affiliation, connection, or  
27 association of KNOCK with “THREE KNOCKS DESIGN.”  
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1           64. Defendant THREE KNOCKS' use of the "THREE KNOCKS  
2 DESIGN" mark in connection with advertising services, logo design services,  
3 website design services; package design services; illustration services; digital  
4 magazine services for others is a deliberate, intentional, and willful attempt to cause  
5 confusion, to cause mistake, or to deceive purchasers.

6           65. This wrongful conduct constitutes a violation of Section 32 of the  
7 Lanham Act, 15 U.S.C. § 1114.

8           66. THREE KNOCKS' conduct constitutes a use in commerce of a  
9 reproduction, counterfeit, copy, or colorable imitation of all of KNOCK's federal  
10 trademark registrations set forth above in connection with the sale, offering for sale,  
11 distribution, or advertising of goods and services on or in connection with which  
12 such use of likely to cause confusion, or to cause mistake, or to deceive.

13           67. Notwithstanding KNOCK's well-known, prior common law and  
14 statutory rights in the KNOCK® marks, "THREE KNOCKS DESIGN" used, and is  
15 continuing to use the confusingly similar "THREE KNOCKS DESIGN" mark, or  
16 has knowingly contributed to the adoption, use, and continuing use of the infringing  
17 "THREE KNOCKS DESIGN" mark, with actual or constructive knowledge of  
18 KNOCK's prior use and registration of the KNOCK® marks and brand.

19           68. Defendant THREE KNOCKS continues to use, or knowingly  
20 contributes to the use of, the false, misleading, and confusingly similar "THREE  
21 KNOCKS DESIGN" mark with the intent to confuse and deceive consumers and to  
22 unjustly enrich THREE KNOCKS at the expense of the public and KNOCK.

23           69. Defendant THREE KNOCKS has continued to use the infringing  
24 KNOCK mark despite THREE KNOCKS' actual notice of KNOCK's registrations  
25 and cease and desist letter from KNOCK.

26           70. Defendant THREE KNOCKS has profited from its unlawful actions  
27 and has been unjustly enriched to the detriment of KNOCK.  
28

71. Defendant THREE KNOCKS' unlawful actions have caused KNOCK monetary damage.

72. Defendant THREE KNOCKS' conduct has greatly and irreparably damaged KNOCK and will continue to so damage KNOCK unless restrained by this Court.

73. KNOCK is entitled to an injunction under 15 U.S.C. § 1116.

74. Pursuant to 15 U.S.C. § 1117, KNOCK is entitled to recover all of THREE KNOCKS' profits, KNOCK's damages, as well as the costs of this action, in an amount to be determined at trial. The intentional nature of THREE KNOCKS' unlawful acts renders this an "exceptional case," entitling KNOCK to enhanced damages and an award of attorneys' fees under 15 U.S.C. § 1117(a).

### **THIRD CAUSE OF ACTION**

**(Violation of California Business & Professions Code Section 17200, *et seq.*)**

75. KNOCK realleges and incorporates by reference the allegations in paragraphs 1 through 73 as though fully set forth herein.

76. California Business & Professions Code section 17200, *et seq.* prohibits unfair competition which includes unlawful business acts or practices.

77. Defendant THREE KNOCKS committed and continues to commit acts of unlawful and unfair competition in violation of California Business & Professions Code section 17200 by, among other things, using the “THREE KNOCKS DESIGN” mark in connection with provision of advertising services, logo design services, website design services; package design services; illustration services; digital magazine services.

78. As a direct and proximate result of THREE KNOCKS' wrongful acts, KNOCK has suffered and continues to suffer irreparable damage to its business and reputation. KNOCK has no adequate remedy at law to rectify the injuries and harm to it proximately caused by these unlawful acts. KNOCK has sustained and/or will

1 continue to sustain irreparable injury unless THREE KNOCKS is enjoined from  
2 committing the wrongful acts identified above.

3 79. As a direct and proximate result of THREE KNOCKS' wrongful  
4 actions, KNOCK has been injured in an amount to be determined at trial, but for  
5 which THREE KNOCKS is required to make restitution.

#### 6 **FOURTH CAUSE OF ACTION**

##### 7 **(California Common Law Unfair Competition)**

8 80. KNOCK realleges and incorporates by reference the allegations in  
9 paragraphs 1 through 78 as though fully set forth herein.

10 81. Defendant THREE KNOCKS' use of the "THREE KNOCKS  
11 DESIGN" mark in connection with product design services for others and product  
12 development services for others and other acts described above constitutes unfair  
13 competition under California common law.

14 82. Defendant THREE KNOCKS' conduct has greatly and irreparably  
15 damaged KNOCK and will continue to so damage KNOCK unless restrained by this  
16 Court.

17 83. KNOCK is without an adequate remedy at law and is entitled to an  
18 injunction as well as damages in an amount to be determined at trial.

#### 19 **PRAYER FOR JUDGMENT**

20 **WHEREFORE**, KNOCK prays for a judgment in its favor and against  
21 Defendant THREE KNOCKS:  
22

23 1. Judgment in favor of KNOCK and against THREE KNOCKS on all of  
24 KNOCK's claims;  
25  
26  
27  
28



1           2. That THREE KNOCKS and its owner, employees and representatives, and  
2 those persons acting in active concert or participation with them or any of them, be  
3 permanently enjoined and restrained from:  
4

5           a. Using on or in connection with providing services the designation  
6 or mark “Knock,” “KNOCKS,” “THREE KNOCKS,” “THREE KNOCKS  
7 DESIGN” and anything confusingly similar in a context indicative of  
8 KNOCK or its services or products related thereto; and

9           b. Representing by any means whatsoever, directly or indirectly, or  
10 taking any act calculated likely to cause confusion, mistake or deceive  
11 consumers into believing THREE KNOCKS’ Services or Goods originated  
12 with or are the services or goods of KNOCK, or that there is any affiliation or  
13 connection between KNOCK and THREE KNOCKS’ Services or Goods and  
14 from otherwise unfairly competing with KNOCK including using for any  
15 purposes the words “KNOCK,” “KNOCKS,” “THREE KNOCKS,”  
16 “THREE KNOCKS DESIGN” or any similar variation thereof;

17           3. That the Court order THREE KNOCKS to account for and pay to KNOCK  
18 treble the amount of all profits derived by reason THREE KNOCKS’ use of the  
19 mark KNOCK in connection with advertising services, logo design services, website  
20 design services; package design services; illustration services; digital magazine  
21 services;  
22

23           4. That the Court order THREE KNOCKS to pay to KNOCK treble the  
24 amount of all damages incurred by KNOCK by reason THREE KNOCKS’ use of  
25 the mark “THREE KNOCKS DESIGN” in connection with advertising services,  
26 logo design services, website design services; package design services; illustration  
27 services; digital magazine services;  
28

1           5. That the Court order Defendant THREE KNOCKS to pay to KNOCK the  
2 costs of this action, together with reasonable attorneys' fees and disbursements;

3           6. That Defendant THREE KNOCKS, at its own expense, be required to  
4 destroy all marketing materials, advertisements, flyers, brochures, displays, demos,  
5 or any other materials advertising, displaying, or promoting THREE KNOCKS'  
6 advertising, logo design, website design; package design; illustration; digital  
7 magazine design services as "KNOCK," "KNOCKS," "THREE KNOCKS,"  
8 "THREE KNOCKS DESIGN" or any similar variation;  
9

10           7. That Defendant THREE KNOCKS be required to edit any Web sites that  
11 incorporate any mark with KNOCK," "KNOCKS," "THREE KNOCKS," "THREE  
12 KNOCKS DESIGN" or any similar variation and to notify all third-party Web sites  
13 to remove any and all references to "KNOCK," "KNOCKS," "THREE KNOCKS,"  
14 "THREE KNOCKS DESIGN"; and  
15

16           8. Any other relief the Court deems just and necessary.  
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19  
20

21 Dated: January 7, 2016

SRI K. SANKARAN  
**WINTHROP & WEINSTINE, P.A.**

22  
23  
24 By: /s/ Sri K. Sankaran  
25 Sri K. Sankaran

26  
27 Attorneys for Plaintiff KNOCK, inc.  
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